



Service Agreement

No.

Submitted To:

From:

West Lafayette Police Station

Koorsen Fire & Security

711 W. Navajo

1046 S. Union St.

West Lafayette, IN 47906

Kokomo, IN 46902

765-775-5200 Att: Mike Francis

Jon Timmons

Period Covered By This Agreement ( 48 ) Months Beginning on Date of Customer Acceptance Billing: ☒ Annual ☐ At time of service

Service Location (If Different From Above)

Description of Services	Annual Fee	Acceptance
<b>FIRE ALARM AND DETECTION SYSTEM</b> MANUFACTURER OF SYSTEM: Notifier AFP-200 <input checked="" type="checkbox"/> Option 1. Inspection only (Labor for repairs and parts, if necessary, will be sold separately) <input type="checkbox"/> Option 2. Comprehensive Service Agreement which includes _____ inspections annually plus all emergency service calls, labor and parts SENSITIVITY TESTING <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Yrs. of Testing _____ A _____ PS 11 HS 28 SD 26 DD _____ HD 1 DH _____ FP _____ Other: Nac Panel	\$ 600.00	
<b>FIRE EXTINGUISHERS</b> NUMBER OF EXTINGUISHERS: _____ <input type="checkbox"/> Option 1. Inspection only _____ per unit. Recharges, maintenance and parts extra. <input type="checkbox"/> Option 2. Annual Service, including recharges, hydrostatic testing, six year maintenance and parts at time of annual inspection. <input type="checkbox"/> Option 3. Comprehensive Service, including recharges, hydrostatic testing, six year maintenance, parts and routine service calls for an entire year. (Recharges of Halon 1211, Halotron or FE36 Extinguishers are not included in the above options). FIRE HOSE (Insp. only) <input type="checkbox"/> Yes <input type="checkbox"/> No Qty. of Fire Hose _____ EXIT/EMERGENCY LIGHTS (Insp. only) <input type="checkbox"/> Yes <input type="checkbox"/> No Qty. of Emergency Lights _____ ADDITIONAL WORK: _____	\$	
<b>SPRINKLER (FIRE SYSTEM)</b> TYPE OF SYSTEM: <input checked="" type="checkbox"/> WET Qty. of Risers 1 <input type="checkbox"/> PREACTION Qty. of Risers _____ <input type="checkbox"/> STANDPIPE Qty. of Risers _____ FIRE PUMP TEST AND INSPECTION <input type="checkbox"/> Yes <input type="checkbox"/> No FIRE HYDRANT INSPECTION <input type="checkbox"/> Yes <input type="checkbox"/> No BACK FLOW PREVENTION INSPECTION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ADDITIONAL WORK: 2 Fireline backflows and 1 wet riser included.	\$ 200.00	
<b>COOKING EXHAUST HOOD (FIRE SYSTEM)</b> MANUFACTURER OF SYSTEM: _____ TYPE OF SYSTEM <input type="checkbox"/> WET Size _____ Quantity _____ <input type="checkbox"/> DRY Size _____ Quantity _____ <input type="checkbox"/> Option 1. Inspection only _____ per system. All parts extra. <input type="checkbox"/> Option 2. Inspection, including fusible links and nozzle exchanges, nozzle protectors, s-hooks, decals and pilot cartridges. <input type="checkbox"/> Option 3. Comprehensive Service, including inspections, fusible links, nozzle exchanges, nozzle protectors, discharge protection and (6) and (12) year maintenance and hydrostatic testing. ADDITIONAL WORK: _____	\$	
<b>HOOD CLEANING (FIRE SYSTEM)</b> HOOD NO. 1 Size _____ Fan Size _____ HOOD NO. 2 Size _____ Fan Size _____ HOOD NO. 3 Size _____ Fan Size _____ HOOD NO. 4 Size _____ Fan Size _____ Removal of grease from the readily accessible interior surfaces of the horizontal duct(s), interior fan housing, fan blades, and the undersides of kitchen range hoods. ADDITIONAL WORK: _____	\$	
<b>SPECIAL HAZARD (FIRE SYSTEM)</b> TYPE OF SYSTEM: <input type="checkbox"/> HALON 1301 MFG _____ <input type="checkbox"/> FM 200 MFG _____ <input type="checkbox"/> DRY CHEMICAL (Ind/Vehicle) MFG _____ <input type="checkbox"/> OTHER _____ MFG _____ <input type="checkbox"/> Option 1. Inspection only (Labor for repairs and parts, if necessary, will be billed separately) <input type="checkbox"/> Option 2. Comprehensive Service Agreement which includes _____ inspections annually plus all emergency service calls, labor and parts (chemical agent not included) ADDITIONAL WORK: _____	\$	
Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement. This payment is due (25) days after date of invoice. Koorsen Fire & Security reserves the right not to provide service until payment is received.	\$ 800.00	

Term, Renewal, Expiration & Returned Merchandise:  
This agreement shall remain in force for the period covered by this Agreement and shall thereafter continue on a year-to-year basis unless written notice of termination is given by either party to the other at least (60) days prior to the expiration of the initial term. Koorsen may terminate this Agreement at any time upon thirty (30) days notice of termination.  
Customer agrees that at the time of any renewal of this agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase.  
No returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.  
THE ATTACHED CONDITIONS ARE INCORPORATED IN THIS AGREEMENT. PLEASE READ CAREFULLY. KOORSEN IS NOT AN INSURER. OUR MAXIMUM LIABILITY IS LIMITED TO THE GREATER OF 10% OF THE ANNUAL SERVICE CHARGE OR \$250.00. USER ACKNOWLEDGES RECEIPT OF COPY AND THAT HE HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT.

Koorsen Fire & Security

Title

Date

By:

Customer's Acceptance

Title

Date

Printed Customer Name

CONDITIONS

It is understood that KFS is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer desires to protect itself from loss, damage or injury due directly or indirectly to occurrences or consequences therefrom, which the Product or Service is designed to detect or avert, and to identify KFS as an additional insured on such insurance policy.

The amounts payable to KFS hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located in customer's premises. KFS makes no guaranty or warranty which extends beyond the description on the face hereof, including any implied warranty of merchantability or fitness, that the Product or Services supplied will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product or Service is designed to detect or avert. That if KFS should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge, or \$250, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligation imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, in the event any person not a party to this agreement shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents, or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

General	This agreement is the only agreement between Koorsen Fire & Security and the undersigned customer and supersedes all previous agreements with respect to its subject matter. This agreement may not be modified except in writing and signed by both parties.
Service Availability	Routine inspections if required will be performed between 8:00 a.m. and 5:00 p.m. Monday through Friday. In the event the customer requests service at other times or Saturdays, Sundays or holidays, the customer agrees to pay additional charges, unless covered by agreement.
Exclusions	Koorsen Fire & Security will not be responsible for repair or damage caused by: (a) Unauthorized modifications or attachments, (b) Misuse or external causes such as accident or disaster, which shall include, but not be limited to fire, water, wind and lightning, neglect, interruptions in the building's main electrical service or alterations of equipment. You understand that a servicing agency may reserve the right to decline service if system is improperly installed by others, has been tampered with by unqualified personnel, is inadequate for purpose intended, or if contrary to fire prevention regulations.
Service Agreement Termination Penalty	Customer acknowledges that the contract option provides a discounted rate and that early termination of the agreement will result in financial damage to KFS. In the event of early termination by Customer, Customer shall be liable to KFS for a termination penalty of one year's annual fee. Early termination shall mean any act of Customer which effectively ends the agreement. Customer shall be liable to KFS for any and all costs and expenses, including actual attorney fees, associated with the collection of the termination penalty if necessary.
Performance Guarantee	If KFS does not perform services to the satisfaction of the Customer, the Customer may elect to terminate the agreement at any time. To terminate the agreement, the Customer must give KFS 30 days written notice and an opportunity to correct any deficiencies. If after 30 days, the Customer and KFS agree that the problems cannot be resolved, the agreement is terminated without penalty to either party.